

**LEMON GROVE CITY COUNCIL  
AGENDA ITEM SUMMARY**

Item No. 1.F  
Mtg. Date May 1, 2018  
Dept. Public Works

**Item Title:** Award Construction Contract for the CIP Concrete Repair and Replacement (Contract No. 2018-02)

**Staff Contact:** Mike James, Assistant City Manager / Public Works Director

**Recommendation:**

Adopt a resolution (**Attachment B**) awarding a contract for the construction of the CIP Concrete Repair and Replacement (Contract No. 2018-02).

**Item Summary:**

Responding to citizen's concerns and staff inspections of potential trip hazards, differential concrete settlement, and the need for additional pedestrian ramps, the Engineering Division created an annual sidewalk and curb ramp repair and maintenance project.

Staff recommends that the City Council adopt a resolution (**Attachment B**) awarding a construction contract (Contract No. 2018-02) for the construction of the CIP Concrete Repair and Replacement to MJC Construction, Inc. and establish a project budget not to exceed \$44,719.40.

**Fiscal Impact:**

\$44,719.40 is programmed in the TransNet Budget (Account No. 14-00-00-7300)

**Environmental Review:**

- |  |   |
|--|---|
| <input checked="" type="checkbox"/> Not subject to review                | <input type="checkbox"/> Negative Declaration           |
| <input type="checkbox"/> Categorical Exemption, Sections 15301 and 15304 | <input type="checkbox"/> Mitigated Negative Declaration |

**Public Information:**

- |  |   |   |
|--|---|---|
| <input checked="" type="checkbox"/> None                     | <input type="checkbox"/> Newsletter article   | <input type="checkbox"/> Notice to property owners within 300 ft. |
| <input type="checkbox"/> Notice published in local newspaper | <input type="checkbox"/> Neighborhood meeting |   |

**Attachments:**

- |                 |                         |
|-----------------|-------------------------|
| A. Staff Report | B. Resolution           |
| C. Contract     | D. Location Spreadsheet |



## LEMON GROVE CITY COUNCIL STAFF REPORT

Item No. 1.F

Mtg. Date May 1, 2018

**Item Title:** Award Construction Contract for the CIP Concrete Repair and Replacement (Contract No. 2018-02)

**Staff Contact:** Mike James, Assistant City Manager / Public Works Director

### **Discussion:**

As part of the City's annual mitigation of potential sidewalk hazards and pedestrian with disabilities access improvements, staff recommends that 16 various sidewalk locations and two pedestrian ramps are in need of repair or improvement. Recommendations were driven by staff inspections, citizen concerns, and previous documented repair sites. These included potential trip hazards from root intrusion, differential settling, natural damage and additional ADA access needs.

The project includes:

1. Remove and replace 3,286 square feet of sidewalk,
2. Remove and replace 220 square feet of driveway approach,
3. Construct 2 new pedestrian ramps, and
4. Remove 3 trees and roots causing trip hazards and damage to streets and sidewalks.

The City of Lemon Grove follows the Uniform Construction Accounting Procedures Act which allows the City to negotiate by contract or purchase order public works construction work performed under \$45,000. In accordance with this procedure, staff negotiated a scope of work and cost for the concrete repair and replacement from MJC Construction, Inc. (MJC). In addition, staff reviewed MJC's project work history, references, and construction license. Its project work history and reference checks were positive, as well other projects executed with the City of Lemon Grove. Therefore, staff concluded that MJC is both a responsive and responsible contractor, and recommends the award of this contract (**Attachment C**). The timeline for the project is 30 days with a budget not to exceed \$44,719.40.

### **Conclusion:**

Staff recommends that the City Council adopts a resolution (**Attachment B**) awarding the CIP Concrete Repair and Replacement (Contract No. 2018-02) to MJC Construction, Inc. (**Attachment C**), not to exceed \$44,719.40.

# Attachment B

RESOLUTION NO. 2018 - \_\_\_\_\_

**RESOLUTION OF THE LEMON GROVE CITY COUNCIL  
AWARDING A CONTRACT FOR CIP CONCRETE REPAIR AND REPLACEMENT  
(CONTRACT NO. 2018-02).**

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**WHEREAS**, the City of Lemon Grove follows the Uniform Construction Accounting Procedures Act, allows the City to negotiate by contract or purchase order work performed under \$45,000; and

**WHEREAS**, a proposal was solicited from MJC Construction, Inc. (MJC), for the CIP Concrete Repair and Replacement Project (Contract No. 2018-02) under the amount of \$45,000; and

**WHEREAS**, after evaluating MJC's project work history, references, and construction license, staff concluded that MJC is both a responsive and responsible contractor recommends.

**NOW, THEREFORE, BE IT RESOLVED** that the City Council of the City of Lemon Grove, California hereby:

1. Awards a contract (**Attachment C**) to MJC Construction in the amount of \$40,654.00 and establishes a project budget not to exceed \$44,719.40; and
2. Authorizes the City Manager or designee to execute said contract.

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## CONTRACT (Page 1 of 4)

### CIP CONCRETE REPAIR AND REPLACEMENT (CONTRACT NO. 2018-02)

THIS CONTRACT, made and entered into on the date of the last signature, by and between the City of Lemon Grove, California, herein after designated as the "City", and MJC Construction, Inc. hereinafter designated as the "Contractor".

WITNESSETH: that the parties hereto do mutually agree as follows:

1. For and in consideration of the payments and agreements hereinafter mentioned to be made and performed by the City, the Contractor agrees with the City to furnish all materials and labor for the CIP Concrete Repair and Replacement (CONTRACT 2018-02) and to perform and complete in a good and workmanlike manner all the work pertaining thereto shown on the plans and specifications therefore; to furnish at his own proper cost and expense all tools, equipment, labor and materials necessary therefore; and to do everything required by this agreement and the said plans and specifications.
2. For furnishing all said materials and labor, tools and equipment, and doing all the work contemplated and embraced in this Contract, also for all loss and damage arising out of the nature of the work aforesaid, or from the action of the elements, or from any unforeseen difficulties which may arise or be encountered in the prosecution of the work until its acceptance by the City and for all risks of every description connected with the work; also, for all expenses incurred by or in consequence of the suspension or discontinuance of work, except such as in said specifications are expressly stipulated to be borne by the City and for well and faithfully completing the work and the whole thereof, in the manner shown and described in the said plans and specifications, the City will pay and the Contractor shall receive in full compensation therefore the sum of forty thousand six hundred fifty-four dollars (\$40,654).
3. The City hereby promises and agrees to employ, and does hereby employ said Contractor to provide the materials and to do the work according to the terms and conditions herein contained and referred to for the price aforesaid and hereby conditions set forth in the specification; and the said parties for themselves, their heirs, executors, administrators, successors and assigns, do hereby agree to the full performance of the covenants herein contained.
4. The Notice Inviting Bids, Instructions To Bidders, Bid Forms, Agreement and Bond Forms, Construction Administration Forms, Completion of the Project Forms, General Requirements and General Conditions, Drawings, Plans and Specifications, Addenda, Allowances, and all amendments thereof, are hereby incorporated in and made part of this Contract.

# Attachment C

## CONTRACT (Page 2 of 4)

### CIP CONCRETE REPAIR AND REPLACEMENT (CONTRACT NO. 2018-02)

5. The City, the City's representative, City Consultants and authorized volunteers shall not be answerable or accountable in any manner for any loss or damage that may happen to the work or any part thereof, or for any of the materials or other things used or employed in performing the work, or for injury or damage to any person or persons, either workers, employees of Contractor or its subcontractors or the public, or for damage to adjoining or other property, from any cause whatsoever arising out of or in connection with the performance of the work. The Contractor shall be responsible for any damage or injury to any person or property resulting from defects or obstructions or from any cause whatsoever arising out of or in connection with the performance of the work, provided, however, that the Contractor shall not be liable for the sole established negligence, willful misconduct or active negligence of the City, its representatives, employees, agents and authorized volunteers who are directly responsible to the City.
  - a. Contractor shall indemnify the City, City Council, City officials, City employees, City representatives, and authorized volunteers against and will hold and save them and each of them harmless from any and all actions, claims, damages to persons or property, penalties, obligations or liabilities that may be asserted or claimed by any person, firm, entity, corporation, political subdivision or other organization arising out of or in connection with the work, operation or activities of Contractor, its agents, employees, subcontractors or invitees, provided for herein, whether or not there is concurrent passive or active negligence on the part of the City, City Council, City officials, City employees, City representatives, and authorized volunteers, but excluding such actions, claims, damages to persons or property penalties, obligations or liabilities arising from the sole established negligence, willful misconduct or active negligence of the City, City Council, City officials, City employees, City representatives, authorized volunteers, or those who are directly responsible to them; and in connection therewith:
    - I) Contractor will defend any action or actions filed in connection with any of said claims, damages, penalties, obligations or liabilities and will pay all costs and expenses, including attorney's fees incurred in connection therewith.
    - II) Contractor will promptly pay any judgment rendered against Contractor, the City, City Council, City officials, City employees, City representatives, and authorized volunteers covering such claims, damages, penalties, obligations and liabilities arising out of or in connection with such work, operations, or activities of Contractor hereunder and Contractor agrees to save and hold the City, City Council, City officials, City employees, City representatives, and authorized volunteers harmless there from.

## CONTRACT (Page 3 of 4)

### CIP CONCRETE REPAIR AND REPLACEMENT (CONTRACT NO. 2018-02)

- III) In the event the City, City Council, City officials, City employees, City representatives, and authorized volunteers are made a party to any action or proceeding filed or prosecuted against Contractor for such damages or other claims arising out of or in connection with the Work, or operation or activities of Contractor hereunder, Contractor agrees to pay to the City, City Council, City officials, City employees, City representatives, and authorized volunteers any and all costs and expenses incurred by the City, City Council, City officials, City employees, City representatives, and authorized volunteers in such action or proceeding together with reasonable attorney's fees.
  - IV) The City may retain, to the extent it deems necessary, the money due to the Contractor under and by virtue of the Contract Documents until disposition has been made of such actions or claims for damages as specified herein above.
6. Claims, disputes and other matters in question between the parties to this Contract, arising out of or relating to this Contract or the breach thereof, may be decided by arbitration if both parties to this Contract consent in accordance with the rules of the American Arbitration Association then obtaining unless the parties mutually agree otherwise. No arbitration arising out of or relating to this Contract, shall include, by consolidation, joinder or in any other manner, any additional person not a party to this Contract except by written consent containing a specific reference to this Contract and signed by CONTRACTOR, CITY, and any other person sought to be joined. (Any Consent to arbitration involving an additional person or persons shall not constitute consent of any dispute not described therein or with any person not named or described therein.) This agreement to arbitrate and any agreement to arbitrate with an additional person or persons duly consented to by the parties to this Contract shall be specifically enforceable under the prevailing arbitration law.
- Notice of the demand for arbitration is to be filed in writing with the other party to this Contract and with the American Arbitration Association. The demand is to be made within a reasonable time after the claim, dispute or other matter in question has arisen. In no event is the demand for arbitration to be made after the date when institution of legal or equitable proceedings based on such claim; dispute or other matter in question would be barred by the applicable statute of limitations. The award rendered by the arbitrators shall be final and judgment may be entered upon it in accordance with applicable law in any court having jurisdiction thereof.
7. The Contractor agrees to comply with all Local, State and Federal regulations and with all applicable standards, orders, or regulations issued pursuant to the Clean Air Act of 1970 (42 U.S.C. 1857 et seq.) and the Federal Water Pollution Control Act (33 U.S.C. 1251 et seq.) as amended.
8. If any party brings a suit or action against the other party arising from any breach of any of the covenants or agreements or any inaccuracies in any of the representations and warranties on the part of the other party arising out of this Agreement, then in that event, the prevailing party in such action or dispute, whether by final judgment or out-of-court settlement, shall be entitled to have and recover of and from the other party all costs and expenses of suit, including attorney's fees.

# Attachment C

## CONTRACT (Page 4 of 4)

### CIP CONCRETE REPAIR AND REPLACEMENT (CONTRACT NO. 2018-02)

9. Each and every provision of law and clause required to be inserted in this Contract shall be deemed to be inserted herein and this Contract shall be read and enforced as though it were included herein, and if through mistake or otherwise any such provision is not inserted or is not inserted correctly, then upon application of either party the Contract shall forthwith be physically amended to make such insertion or correction.
10. In accordance with Government Code, Section 8546.7, records of both the City and the Contractor shall be subject to examination and audit for a period of three (3) years after final payment.

IN WITNESS WHEREOF, the parties hereto have caused this Contract to be executed in three counterparts, each of which shall be deemed an original the day and year first above written.

#### CONTRACTOR:

By: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

By: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Federal ID Number: \_\_\_\_\_

#### CITY:

By: \_\_\_\_\_

Title: City Manager, City of Lemon Grove

Date: \_\_\_\_\_

#### ATTEST:

By: \_\_\_\_\_

Title: City Clerk, City of Lemon Grove

(Notaries acknowledgement of execution by all PRINCIPALS OF CONTRACTOR shall be attached.)



# Attachment C

2017-18 CIP CONCRETE LOCATIONS  
Contract No. 2018-02

2017 CIP CONCRETE	SITE NUMBER	SF SIDEWALK	SF D.WAY APPROACH	ADA RAMP	TREE & ROOTS	Comments
LOCATION						C/G=CURB & GUTTER, S/W=SIDEWALK, D/W=DRIVEWAY, R/R=REMOVE AND REPLACE, UNLESS NOTED
1673 Larwood	1	56				14'X4' S/W
Larwood/Woodrow ADA Ramps	2			2		ADA RAMPS
1415 San Altos	3	240	48			48'X5' S/W, 3X16 D/W
1448 El Prado	4	200				40'X5' S/W
1917 El Prado	5	150			2	30'X5' S/W
1906 El Prado	6	150			1	30'X5' S/W
2010 Skyline	7	25				5'X5' S/W
2018 Skyline	8	40				8'X5' S/W
7931 Barton	9	325	72			65'X5' S/W, 18'X4' D/W
7928 Barton	10	65	100			13'X5' S/W, 20'X5' D/W
7914 Barton	11	420				84'X5' CS/W
7915 Barton	12	200				40'X5' S/W
Barton/Ensenada	13	330				66'X5' S/W
Barton/Ensenada	14	130				26'X5' S/W
1939 Dayton	15	295				59'X5' S/W (ON BARTON)
1927 Dayton	16	660				132'X5' S/W
<b>TOTAL</b>	<b>16</b>	<b>3,286</b>	<b>220</b>	<b>2</b>	<b>3</b>	<b>TOTALS</b>